

1 notification. Do you have that?

2 A. Due date negotiation?

3 Q. I'm sorry. Due date negotiation. I

4 apologize. Do you have that?

5 A. Yes.

6 Q. My understanding of the table is that

7 again in the pre ordering function for due date

8 negotiation, there has been internal testing?

9 A. Yes.

10 Q. Is that correct?

11 A. Yes.

12 Q. But there has not been either actual

13 use or carrier-to-carrier testing?

14 A. Yeah. I understand since we completed

15 this review but there has been, but at the time of

16 this review, it was only internal.

17 Q. Are you aware that Mr. Rogers

18 testified the last time we were here in response

19 to questions by the staff that there was indeed

20 carrier-to-carrier testing for this functionality?

21 A. No, I'm not aware of that.

22 Q. Okay. You indicate for telephone

1 number selection that there has been both
2 carrier-to-carrier testing and internal testing.

3 Do you see that?

4 A. Yes.

5 Q. And, however, there's been no actual
6 use?

7 A. Right. One is in actual use and
8 there's no one.

9 Q. That telephone number selection
10 carrier-to-carrier testing, who was the company --
11 what was the company, excuse me?

12 A. USN.

13 Q. And can you tell me whether that
14 testing, that carrier-to-carrier testing, involved
15 telephone number selection while the customer was
16 on the line in a pre ordering situation?

17 A. No, I can't tell that you for sure.

18 Q. Do you know?

19 A. No, from some of the testimony I have
20 read, I believe that Mr. Rogers testified it was
21 not while the customer was actually on the line.

22 Q. And indeed customer service record

1 retrieval, do you have there actual use,
2 carrier-to-carrier testing and internal testing?

3 A. Yes.

4 Q. Is that correct?

5 A. Yes.

6 Q. And for that service, the actual user
7 is USN, right?

8 A. That's right.

9 Q. And isn't it true, sir, that USN's
10 actual use does not involve a customer being
11 actually on line, an end user customer, being
12 actually on line with USN at the time?

13 A. I read Steve Parrish's testimony that
14 that's not how they do business so I assume that's
15 true, yes.

16 Q. And isn't it also true that when you
17 define these functionalities, I'm going to focus
18 on due date negotiation and telephone number
19 selection, when you define them or Ameritech
20 defines them, those subfunctions are defined in
21 terms of whether the customer is on line or not;
22 isn't that true?

1 MS. SUNDERLAND: I'm going to object to
2 that. Can you provide some basis for that
3 question?

4 MR. COHEN: I can tell you it's cross
5 examination and I think it's a fair question.

6 MS. SUNDERLAND: You are stating as fact
7 that Ameritech has defined something in a certain
8 way and I would like to see where it is that the
9 company defined it that way.

10 MR. COHEN: Let's do it the hard way.

11 Q. Turn please to -- you can turn to your
12 testimony at Page 13. We'll talk about how you
13 define it first. Then we'll talk about how the
14 company defines it.

15 Do you have it, Mr. Meixner?

16 A. Yes.

17 Q. And if you look at the top of 13, you
18 indicate, do you not, that a pre ordering business
19 transaction consists of one or more of the
20 following standard pre ordering functions.

21 Do you see that?

22 A. Yes.

1 Q. And with regard to the second bullet,
2 access to telephone number selection, do you see
3 that?

4 A. Yes.

5 Q. You indicate there in your definition
6 that that is the ability to select and reserve
7 telephone numbers while the customer is on the
8 phone.

9 Don't you make that statement, sir?

10 A. Yeah, that's typically what a company
11 would do.

12 Q. That's how it's defined?

13 A. Right.

14 Q. For due date selection, that's defined
15 as the ability to select an order due date and
16 schedule any outside work required while the
17 customer is on the phone, correct?

18 A. Correct.

19 Q. And that's how you define it?

20 A. Just because I define it that way
21 doesn't mean I can dictate to a CLEC how they use
22 it.

1 Q. I understand that. I'm not suggesting
2 you should.

3 But the company defines it that way
4 as well; isn't that true?

5 A. Which company?

6 Q. Ameritech.

7 A. I don't know how they define it.

8 Q. If you have Mr. Rogers' testimony from
9 January. I can read it to you or represent to you
10 that he defines it the same way.

11 MS. SUNDERLAND: I think we're quibbling
12 about the definition between a definition and a
13 description, but. . .

14 MR. COHEN: She asked me what my basis was
15 for the question.

16 MS. SUNDERLAND: You said it was defined
17 as. I think these parentheticals are descriptions
18 of how it can be done. I don't know that I would
19 call these a definition. But with that caveat.

20 MR. COHEN: I'll move on.

21 JUDGE GUERRA: Okay.

22 MR. COHEN: Q. Mr. Meixner, back to your

1 Schedule 3, I want to make sure I understand some
2 more things here.

3 In any event for the pre ordering
4 functions that have been carrier-to-carrier tested
5 or in actual use, those pre ordering functions
6 have not been used or tested with the customer on
7 the line, right?

8 A. Yeah, that's correct. Well, they
9 have -- yeah, they have not.

10 Q. Again, focusing on the pre ordering
11 functions, and we're going to stick with this
12 telephone number selection area, you have a big
13 white space after resale and unbundled local
14 switching line ports.

15 Do you see that for the other
16 products?

17 A. Uh-huh.

18 Q. I'm sorry, I didn't hear you, sir?

19 A. You mean on service number -- service
20 provider number portability on the third row.

21 Q. Third row, fourth row, fifth row,
22 sixth row, seventh row, eighth row.

1 A. There are some white spaces, yes.

2 Q. My understanding of those white spaces
3 are -- is that Ameritech doesn't have an interface
4 to provide those functionalities for those
5 products; is that right?

6 A. Well, I think when we discussed this
7 with Ameritech, they told us that those
8 functionalities did not apply to those product
9 groups.

10 For example, when you're doing
11 unbundled local transport, you don't, you know, do
12 telephone number selection.

13 Q. Right. But take a look at loops.

14 A. Okay.

15 Q. If I want to order loops for a
16 customer, don't you think I'd be interested in
17 reserving a telephone number for them? Wouldn't
18 common sense tell you that?

19 A. Unless this is a group of loops. The
20 source of this was our discussion with Ameritech.
21 You might want to ask one of the Ameritech
22 witnesses. But they told us that it didn't apply.

1 If something does apply, maybe it should be --

2 Q. Did you ask them questions about what
3 about someone who wishes to order loops?

4 MS. SUNDERLAND: Are you assuming a loop
5 going to a CLEC switch where the CLEC is applying
6 for dial tone? I mean, that is the scenario here
7 that you're talking about, right?

8 MR. COHEN: I'm not sure I agree with that.

9 MS. SUNDERLAND: What is your scenario?

10 MR. COHEN: Q. My scenario is a simple one.

11 Is that the CLEC has ordered some
12 loops -- plans to order some loops from your
13 company to provide service either as a package or
14 whatever way he wants to do it and is getting on
15 the phone with the customer and wants to reserve a
16 telephone number for that customer. Say it's a
17 chain of food stores.

18 MS. SUNDERLAND: I object to not being
19 specific about what the scenario is because if
20 it's an unbundled loop going to a CLEC switch, the
21 CLEC provides the telephone number.

22 MR. COHEN: I can change my question and

1 maybe I can deal with that objection.

2 Q. Did you ask any questions,
3 Mr. Meixner, about any scenarios regarding loop
4 customers and their need for access to telephone
5 numbers?

6 A. I'll just repeat my prior answer.

7 We asked Ameritech which cells
8 originally we start out with a matrix that had
9 everything colored in and Ameritech told us which
10 ones were not applicable.

11 Q. Let's look over again on the loop
12 category for orders and provisioning. Do you see
13 that?

14 A. Okay.

15 Q. And under the proactive jeopardy
16 notification, do you see that?

17 A. Yes.

18 Q. And you know what proactive jeopardy
19 notification is, don't you sir?

20 A. Assume that's where you let the
21 customer know that the due date may not be met.

22 Q. That's sort of an order status report?

1 A. Uh-huh.

2 Q. Correct?

3 A. I don't know what it's called but
4 that's the function.

5 Q. That service is not offered -- there's
6 no interface that provides that services for
7 purchasers of unbundled loops, right?

8 A. That's what the matrix says, right.

9 Q. Don't you think that a loop purchaser
10 would be interested to know if its order is in
11 jeopardy of being fulfilled?

12 A. Again, I think you have to ask an
13 Ameritech witness. If they told us they didn't
14 have that function, they don't have that
15 function.

16 I assume there would be other ways
17 to communicate that, if it's not a system function
18 and it was relevant.

19 Q. You could pick up the phone or maybe a
20 fax or something; is that what you're saying?

21 A. I don't know. Whatever would be
22 effective.

1 MR. COHEN: I think I might be done.

2 Q. You indicate in your chart, sir, that
3 repair and maintenance, there's no actual use
4 other than the American payphone service?

5 A. Ameritech, yes.

6 Q. And Ameritech is obviously a
7 subsidiary or an affiliate of Ameritech?

8 A. Right.

9 Q. Are you familiar with Mr. Rogers'
10 claim that MCI uses Ameritech interfaces for
11 repair and maintenance for POTS service?

12 A. Yeah, I read that.

13 Q. Did you do anything to check that?

14 A. Well, that was subsequent to the time
15 we prepared this testimony.

16 Q. Right, but you're still working for
17 Ameritech.

18 Did you do anything to check that?

19 A. Not in this area. No, we did not
20 follow up.

21 MR. COHEN: Okay. I think that's all I
22 have. That is all I have.

1 JUDGE GUERRA: Any further cross examination
2 of this witness?

3 Any redirect.

4 MS. SUNDERLAND: Can we have a minute.

5 (Whereupon, a brief
6 recess was taken.)

7 JUDGE GUERRA: On the record.

8 MS. SUNDERLAND: I have no redirect.

9 In response to the discussion
10 earlier about whether the work papers had been
11 supplied in connection with the capacity testing,
12 I have had my people checking on this and I'm
13 advised that AT&T was supplied with the work
14 papers supporting the ordering, the repair and
15 maintenance and the billing and some additional
16 pre ordering materials, all of the work papers
17 were provided to them on Friday.

18 We have -- sort of contemporaneous
19 with that, the company, Anderson, was preparing
20 some summary schedules that summarized those work
21 papers. And those we can fax to you now. I mean,
22 I don't have them with me.

1 MS. MARSH: The only thing we got on Friday,
2 it was a binder, a single binder.

3 MS. SUNDERLAND: The pile of materials is
4 about that thick.

5 MS. MARSH: The bulk of which was testimony
6 and other previously filed items.

7 I just didn't see anything in there
8 that related to a capacity analysis, at least as
9 to billing and maintenance -- repair and
10 maintenance and billing.

11 I did see pre ordering stuff and
12 have and had seen sort --

13 MS. SUNDERLAND: I'm advised that with the
14 materials that came over to you on Friday was the
15 work papers supporting all of the capacity
16 testing. So we will fax to you the summary pages.

17 MS. MARSH: Okay.

18 MR. COHEN: One final record matter, after
19 thinking about it, I don't think it's necessary
20 that Mr. Meixner submit the actual billing
21 information that I asked for.

22 I think it will make everybody's

1 life easier.

2 MS. SUNDERLAND: Thank you.

3 MR. COHEN: You're welcome.

4 JUDGE GUERRA: Anyone else?

5 Off the record for a second

6 (Whereupon, a discussion was

7 had off the record.)

8 JUDGE GUERRA: This matter is continued to

9 tomorrow at 9:30 a.m.

10 (Whereupon, further proceedings in

11 the above-entitled matter were

12 continued to May 7, 1997, at

13 9:30 a.m.)

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1 STATE OF ILLINOIS }
2 COUNTY OF COOK } SS:

3
4 CASE NO. 96-0404

5 TITLE: ILLINOIS COMMERCE COMMISSION
6 On its own motion

7 WE, KERRY KNAPP, MICHAEL R. URBANSKI AND
8 CARIANN WAGNER do hereby

9 certify that we are court reporters contracted by
10 SULLIVAN REPORTING COMPANY, of Chicago, Illinois;
11 that we reported in shorthand the evidence taken and
12 proceedings had on the hearing of the above-entitled
13 case on the 6th day of May

14 A.D. 19 97, that the foregoing 237 pages are
15 a true and correct transcript of our shorthand notes
16 so taken as aforesaid, and contains all of the
17 proceedings directed by the Commission or other
18 person authorized by it to conduct the said hearing
19 to be stenographically reported.

20 Dated at Chicago, Illinois, this 7th
21 day of May A.D. 19 97.

22
Kerry L Knapp
Michael R Urbanski
Cariann Wagner